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Durham, NC 27713

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Senior Vice President, Regulatory Affairs  
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RECEIVED

MAR 05 2021

PSC SC  
MAIL / DMS

March 4, 2021

The Honorable Jocelyn G. Boyd  
Chief Clerk and Administrator  
Public Service Commission of South Carolina  
101 Executive Center Drive, Suite 100  
Columbia, South Carolina 29210

RECEIVED  
3/10/21  
toed

RE: Approval of the Interconnection Agreement between Frontier Communications of the Carolinas LLC and Clear Rate Communications, Inc. Pursuant to Sections 251 and 252 of the federal Telecommunications Act of 1996  
**Docket No. 2021-54-C**

Dear Ms. Boyd:

I am Vice President of Regulatory Affairs for Frontier Communications of the Carolinas LLC ("Frontier") and am authorized to act on behalf of Frontier. On behalf of Frontier, I have elected to submit the attached negotiated amendment to the Public Service Commission of South Carolina without the benefit of legal counsel admitted to practice in South Carolina. In electing to file this interconnection agreement amendment without legal counsel, I acknowledge and agree to assume the risk, if any, of resulting adverse legal consequences.

Section 252(e) of the Act charges the Commission with approving or rejecting this amendment within 90 days of its submission. The Commission may only reject the amendment if it finds that: the amendment or any portion of it discriminates against a telecommunications carrier not a party to it; or implementation of the amendment or any portion of it is not consistent with the public interest, convenience and necessity. The parties to the amendment represent that neither of these reasons exists and that the Commission should approve the amendment.

Sincerely,

A handwritten signature in black ink that reads "A. Ellis".

Allison M. Ellis

Attachment



Carrier Services  
63 Stone St.  
Rochester, NY 14604  
www.Frontier.com

December 16, 2020

Clear Rate Communications, Inc.  
2600 W Big Beaver Rd  
Suite 450  
Troy MI 48084

**Subject: Requested Adoption Under Section 252(i) of the Communications Act**

Dear Sam Namy,

Frontier Communications of the Carolinas LLC ("Frontier"), a Delaware limited liability company, with principal place of business at 158 S Church Street, Lake City, SC 29560 has received correspondence stating that Clear Rate Communications, Inc. ("CRC"), a Michigan corporation, with principal place of business at 2600 W. Big Beaver Rd., Suite 450, Troy, MI 48084, wishes, pursuant to Section 252(i) of the Communications Act, to adopt the terms of the Interconnection Agreement between Communications Venture Corporation d/b/a INdigital ("INdigital") and Frontier that was approved by the South Carolina Public Service Commission (the "Commission") as an effective agreement in the State of South Carolina in Docket #2020-151-C as such agreement exists on the date hereof, after giving effect to operation of law (the "Terms"). I understand CRC has a copy of the Terms. Please note the following with respect to CRC's adoption of the Terms.

1. By CRC's countersignature on this letter, CRC hereby represents and agrees to the following seven points:

A. CRC adopts (and agrees to be bound by) the Terms, and, in applying the Terms, agrees that CRC shall be substituted in place of Communications Venture Corporation d/b/a INdigital and INdigital in the Terms wherever appropriate.

B. For the avoidance of any doubt, adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Frontier (i) that no longer applies to Frontier under the Report and Order and Order on Remand (FCC 03-36) released by the Federal Communications Commission ("FCC") on August 21, 2003 in CC Docket Nos. 01-338, 96-98, 98-147 ("Triennial Review Order"), or the Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338, released by the FCC on February 4, 2005 (the "TRO Remand Order"), or (ii) that is otherwise not required by 47 U.S.C. Section 251(c)(3) or by 47 C.F.R. Part 51.

C. Notice to CRC and Frontier as may be required or permitted under the Terms shall be provided as follows:

To Clear Rate Communications, Inc.

Attention: Mike Bishop, General Counsel  
 2600 W. Big Beaver Rd., Suite 450  
 Troy, MI 48084  
 Email: mbishop@clearrate.com

To Frontier:

Frontier Communications  
 Contract Management  
 7979 N. Belt Line Road, S1C74  
 Irving, TX 75063  
 Email Address: contract.management@ftr.com

with a copy to:

Frontier Communications  
 Legal Department – Interconnection  
 401 Merritt 7  
 Norwalk, CT 06851

D. CRC represents and warrants that it is a certified provider of local telecommunications service in the State of South Carolina and that its adoption of the Terms will cover services in Frontier's service territory in Frontier Communications of the Carolinas LLC for the State of South Carolina only.

E. In the event an interconnection agreement between Frontier and CRC is currently in effect in the State of South Carolina (the "Original ICA"), this adoption shall be an amendment and restatement of the operating terms and conditions of the Original ICA, and shall replace in their entirety the terms of the Original ICA. This adoption is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to the Original ICA. Any outstanding payment obligations of the parties that were incurred but not fully performed under the Original ICA shall constitute payment obligations of the parties under this adoption.

F. CRC's adoption of the Terms shall be deemed effective on February 1, 2021.

2. As the Terms are being adopted by CRC pursuant to Section 252(i) of the Act, Frontier does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Frontier of the Terms does not in any way constitute a waiver by Frontier of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Frontier of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in the Terms as a result of CRC's adoption of the Terms.

3. Nothing herein shall be construed as or is intended to be a concession or admission by Frontier that any provision in the Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commission, the decisions of the courts, or other law, and Frontier expressly reserves its full right to assert and pursue claims arising from or related to the Terms.

4. Frontier reserves the right to deny CRC's application of the Terms, in whole or in part, at any time:

- A. when the costs of providing the Terms to CRC are greater than the costs of providing them to INdigital;
- B. if the provision of the Terms to CRC is not technically feasible; and/or
- C. to the extent that Frontier otherwise is not required to make the Terms available to CRC under applicable law.

5. For the avoidance of any doubt, please note that adoption of the Terms will not result in reciprocal compensation payments for Internet traffic. Frontier has always taken the position that reciprocal compensation was not due to be paid for Internet traffic under section 251(b)(5) of the Act. Frontier's position that reciprocal compensation is not to be paid for Internet traffic was confirmed by the FCC in the Order on Remand and Report and Order adopted on April 18, 2001 and in the Order on Remand and Report and Order and Further Notice of Proposed Rulemaking, CC Docket No. 99-68, (adopted November 5, 2008) ("FCC Internet Orders"), which held that Internet traffic constitutes "information access" outside the scope of the reciprocal compensation obligations set forth in section 251(b)(5) of the Act. Any compensation to be paid for Internet traffic will be handled pursuant to the terms of the FCC Internet Orders, not pursuant to adoption of the Terms. Moreover, in light of the FCC Internet Orders, even if the Terms include provisions invoking an intercarrier compensation mechanism for Internet traffic, any reasonable amount of time permitted for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act. In fact, the FCC Internet Orders made clear that carriers may not adopt provisions of an existing interconnection agreement to the extent that such provisions provide compensation for Internet traffic.

6. Should CRC attempt to apply the Terms in a manner that conflicts with Paragraphs Two through Paragraphs Five above, Frontier reserves its rights to seek appropriate legal and/or equitable relief.

7. In the event that a voluntary or involuntary petition has been or is in the future filed against CRC under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding, an "Insolvency Proceeding"), then: (A) all rights of Frontier under such laws, including, without limitation, all rights of Frontier under 11 U.S.C. § 366, shall be preserved, and CRC's adoption of the Terms shall in no way impair such rights of Frontier; and (B) all rights of CRC resulting from CRC's adoption of the Terms shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to Frontier pursuant to 11 U.S.C. § 366.]

SIGNATURE PAGE

Please arrange for a duly authorized representative of CRC to sign this letter in the space provided below and return it to Frontier.

Sincerely,

Roderick Cameron

Roderick Cameron (Mar 4, 2021 10:29 EST)

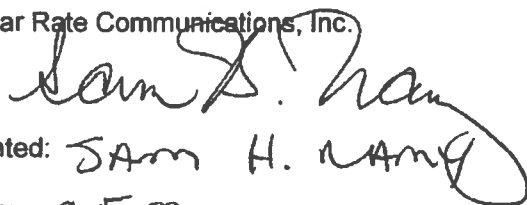
Roderick Cameron  
VP, Carrier Services  
(585) 777-5131  
RC7245@FTR.com

Date: Mar 4, 2021

Reviewed and countersigned as to Paragraphs 1 through 7:

Clear Rate Communications, Inc.

By:



Printed:

SAM H. NAM

Title:

CFO

Date:

2/11/21

**AMENDMENT  
TO THE  
INTERCONNECTION AGREEMENTS  
BETWEEN  
FRONTIER  
AND  
CLEAR RATE COMMUNICATIONS, INC.**

This Amendment ("Amendment") deemed effective on February 1, 2021 (the "Amendment Effective Date") amends each of the Interconnection Agreements (each, the "Agreement", collectively, the "Interconnection Agreements") by and between each of the Frontier incumbent local exchange carrier ("ILEC") affiliates (individually and collectively "Frontier") and each of the Clear Rate Communications, Inc. wireline competitive local exchange carrier ("CLEC") affiliates, individually and collectively the "Carrier") listed in Exhibit A. Frontier and Carrier may be referred to individually as a "Party" and collectively as the "Parties." The term "affiliates," as used in this Amendment, shall have the same meaning as under Rule 405 of the Rules promulgated pursuant to the Securities Act of 1933, as amended. This Amendment covers only the services addressed in this Amendment that Frontier provides in its operating territory in the states listed in Exhibit A.

**WITNESSETH:**

A. Frontier and Carrier, whether as original parties or as a result of Carrier's adoption of an agreement pursuant to 252(i) of the Communications Act of 1934 as amended (the "Act"), are Parties to an interconnection agreement under Section 251 and 252 of the Act (such interconnection agreement, as amended to date, being referred to as the "Agreement"); and

B. The Federal Communications Commission ("FCC") issued its Proposed Order and Further Notice of Proposed Rulemaking, WC Docket Nos. 17-97 and 20-67 (rel. Mar 31, 2020) ("FCC STIR/SHAKEN Order");

C. The Parties, each without waiving any rights or arguments it may have with respect to whether an amendment is required to effectuate the FCC STIR/SHAKEN Orders under the terms of the Agreement, wish to amend the Agreement as set forth in this Amendment; and

**AGREEMENT**

In consideration of the mutual promises contained in this Amendment, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. The Agreement is amended to incorporate the terms and conditions set forth in this Amendment, all of which shall apply to and be a part of the Agreement (hereinafter referred to as the "Amended Agreement") notwithstanding any other term or condition of the Amended Agreement or a Frontier Tariff.
2. Prohibited Traffic
  - 2.1 The Services provided under this Agreement shall not be used for any Prohibited Traffic as defined below ("Prohibited Traffic"). Prohibited Traffic is that traffic

which reasonably appears to be in violation of applicable laws, rules or regulations. Prohibited Traffic includes, but is not limited to:

- 2.1.1 Traffic that violates, or facilitates a violation of, applicable law, or that furthers an illegal purpose;
- 2.1.2 Traffic that unreasonably harms, frightens, or abuses; and
- 2.1.3 Traffic that unreasonably interferes with the use of the Frontier's network.
- 2.2 Other Evidence of Prohibited Traffic includes, but is not limited to, the following:
  - 2.2.1 Predictive dialing of telephone numbers at the NPA or NNX level;
  - 2.2.2 Knowingly initiating a call, communication or transmission as a result of a party receiving a telemarketing or telephone solicitation responding to a prompt, and signaling the calling party number (CPN) of the called party, unless the called party had an existing business relationship with the telemarketer or telephone solicitor;
  - 2.2.3 Passing a telephone number not associated with the calling party as a means to obtain name and number information for the improperly passed telephone number;
  - 2.2.4 Causing any caller identification service to transmit misleading or inaccurate caller identification information, with the intent to defraud, cause harm, or wrongfully obtain anything of value;
  - 2.2.5 Placing calls for the primary purpose of generating queries to capture the caller ID Name (CNAM) associated with a telephone number;
  - 2.2.6 Telemarketing or telephone solicitations to a party that is on a state or federal "Do Not Call" list, unless the called party has an existing business relationship with the telemarketer or telephone solicitor;
  - 2.2.7 Denial of Service attacks; and
  - 2.2.8 Artificial traffic stimulation, revenue pumping, and regulatory arbitrage.
- 2.3 If Frontier reasonably believes that Carrier is transmitting any of the preceding types of traffic using any Service provided under this Agreement, Frontier may suspend the affected service or discontinue the affected service. In the event of such suspension or discontinuance, Carrier that transmitted the relevant traffic to Frontier must indemnify Frontier against any claim, loss or damage arising from the suspension or discontinuance of the affected service, except for any claim, loss or damage caused by Frontier's gross negligence or willful misconduct.
- 2.4 Carrier agrees that if it receives a request for information about traffic sent to Frontier which is reasonably believed to be Prohibited Traffic from an authorized traceback administrator or from Frontier, Carrier will promptly respond to the authorized traceback request in good faith. Carrier agrees that its response shall indicate if it is in the call path as the originating provider of the calls (i.e., Carrier received the calls from Carrier's end user) or (ii) an intermediate provider (i.e., Carrier received the calls from another voice provider). The response shall also identify the provider from which it accepted the traffic or the end user that

originated the call, as applicable. Carrier agrees to provide this information to the authorized traceback administrator without requiring a subpoena or other formal demand or request.

### 3. Miscellaneous Provisions

- 3.1 Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement to the extent necessary to give effect to the terms and conditions of this Amendment. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern; provided, however, that the fact that a term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.
- 3.2 Capitalization. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Amended Agreement.
- 3.3 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
- 3.4 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or condition of this Amendment.
- 3.5 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in this Amendment and, except to the extent expressly set forth in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect after the Amendment Effective Date. For the avoidance of any doubt, nothing in this Amendment shall be deemed to amend or extend the term of the Amended Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Amended Agreement.
- 3.6 Joint Work Product. The Parties acknowledge that this Amendment is the joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by Frontier and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn for or against either Party on the basis of authorship of this Amendment.
- 3.7 Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
- 3.8 Waivers. A failure or delay of either Party to enforce any of the provisions of this Amendment, or any right or remedy available under this Amendment, or at law or in equity, or to require performance of any of the provisions of this Amendment, or to exercise any option that is provided under this Amendment, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

**[SIGNATURE PAGE FOLLOWS]**



SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

CLEAR RATE COMMUNICATIONS, INC.

By: 

Printed: SAM H. NAMY

Title: CFO

Date: 2/11/21

FRONTIER

By:   
Roderick Cameron (Mar 4, 2021 10:29 EST)

Printed: Roderick Cameron

Title: VP, Carrier Services

Date: Mar 4, 2021